

Frank Liu  
304 S. Jones Blvd #3416  
Las Vegas, NV 89107  
818-835-0498  
[frank.liu.96@gmail.com](mailto:frank.liu.96@gmail.com)  
Pro Se Plaintiff

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Frank Liu Plaintiff,  vs.  The Nielsen Company (US) LLC and TNC US HOLDINGS Defendants.	<b>Case #1:22-cv-09084-JHR-OTW</b>  <b>Plaintiff's Response to Defendants' Letter Motion to Stay Discovery (ECF 101)</b>
---	--

## TABLE OF CONTENTS

1		
2	<b>I. Plaintiff’s Position.....</b>	<b>3</b>
3	<b>II. Defendants Have Not Shown Good Cause for a Stay in All Discovery.....</b>	<b>4</b>
4	<b>III. Sedgwick Nevada Workers Compensation Files.....</b>	<b>6</b>
5	<b>IV. Defendants’ Burden Shifting.....</b>	<b>8</b>
6	<b>V. Cardelle Spangler’s Wordplay.....</b>	<b>8</b>
7	<b>VI. The Sedgwick NJ Works Compensation Files will Prove Retaliation.....</b>	<b>9</b>
8	<b>VII. The EEOC.....</b>	<b>11</b>
9	<b>VIII. Defendants Appear to Be Violating NJ State Law.....</b>	<b>11</b>
10	<b>IX. Conclusion.....</b>	<b>13</b>

## NJ STATE LAW

11		
12		
13	<b>N.J.S.A. 34:15-128.4.....</b>	<b>8, 12, 14</b>

dmlawyer.com/hippa-regulations-workers-compensation/

### Claimant Also Entitled to Medical Records

Although some physicians may try to deny claimants access to their medical records, this may be unlawful. According to [N.J.S.A. 34:15-128.4](#), there are limited instances when a claimant may be denied access to records, regardless of the party who paid the medical bills. The only time this is acceptable is when the physician's records are solely for the purpose of a [permanency evaluation](#).

Source: <https://dmlawyer.com/hippa-regulations-workers-compensation/>

## I. Plaintiff's Position

Plaintiff's position regarding Defendants' request to have a second stay in discovery is that he is willing to agree to the stay in discovery until the Court rules on Defendants' motion to dismiss, if Defendants agree to email Plaintiff the full Sedgwick NJ Workers Compensation files about Liu. Plaintiff suspected Defendants would misrepresent Liu's position, so shortly after the confer call took place, he emailed Cardelle Spangler and Caitlin McCann his position in writing:

**F L** <frank.liu.96@gmail.com> Jul 15, 2024, 4:02 PM (2 days ago) ☆ 😊 ↩ ⋮  
 to Caitlin, Cardelle ▼  
 Ms. McCann,  
  
 My position regarding Defendants' request to have a second stay in discovery is that I am willing to agree to the stay in discovery until the Court rules on Defendants' motion to dismiss, if Defendants agree to email me the full Sedgwick NJ Workers Compensation files which I have been trying to get for years.

Despite Liu emailing Cardelle Spangler and Caitlin McCann, Liu's position in writing, Ms. Spangler filed ECF 101 on July 16, and in the filing she appears to misrepresent Plaintiff's position by **1) inverting** Plaintiff's position and **2) broadening** Plaintiff's request to include needing "discovery related to his New Jersey workers' compensation claim file" which could be interpreted as a broader form of discovery than just wanting his Sedgwick NJ Workers Compensation files which have already long been created, and could easily be emailed to Liu.

Plaintiff Frank Liu and counsel for Defendants met and conferred by phone on July 15, 2024, prior to Defendants' filing of this letter motion, during which Mr. Liu indicated he would not agree to stay discovery pending the resolution of Defendants' Motion to Dismiss unless Defendants provided discovery related to his New Jersey workers' compensation claim file.

As shown in the excerpt above, the phrasing Spangler used is ambiguous and more broad than Plaintiff's actual request of just getting the full workers compensation files because the term "discovery" used by Spangler is broad and could mean a variety of things such as depositions and interrogatories with Nielsen employees, etc. as long as it related to the "workers' compensation claim file."

**To be clear**, all Plaintiff wants are the Sedgwick NJ workers compensation files about himself. Plaintiff is not looking for anything beyond that until the Court rules on

1 Plaintiff's Motion to Strike (ECF 66) and Defendants' Motion to Dismiss (ECF 54).  
 2 Plaintiff is disappointed (but not surprised) Defendants chose to misrepresent Plaintiff's  
 3 position to the Court by first inverting Liu's position, then wording it in a way which  
 4 appears to potentially broaden Liu's request. Plaintiff does not oppose a second stay in  
 5 discovery, but would like the Court to still compel Defendants' release of the Sedgwick NJ  
 6 workers' compensation files to Plaintiff as soon as possible (even during the stay).

## 7 8 **II. Defendants Have Not Shown Good Cause for a Stay in All Discovery**

9 Because Plaintiff is willing to agree to a second stay in discovery if Defendants agree  
 10 to provide him the full Sedgwick New Jersey Workers Compensation case files, Defendants  
 11 motion to stay discovery should be focused on why Defendants can not provide the  
 12 Sedgwick NJ workers compensation files about Liu to Liu.

13 The party requesting a stay of discovery has the burden of showing good cause and  
 14 reasonableness. In Defendants ECF 101, they quote generalities regarding a court having  
 15 the power to protect a party from "annoyance, embarrassment, oppression, or undue burden  
 16 and expense."

17 Federal Rule of Civil Procedure 26(c) allows a court, for "good cause" and in favor of "any  
 18 person from whom discovery is sought," to "issue an order to protect a party or person from  
 19 annoyance, embarrassment, oppression, or undue burden and expense." Fed. R. Civ. P. 26(c)(1).  
 20 District courts have "considerable discretion" to issue an order to stay discovery pursuant to this Rule.  
*Samuel v. City of New York*, No. 1:22-cv-2404, 2022 WL 1204701, at \*1 (S.D.N.Y. Apr. 22, 2022)  
 ("[U]pon a showing of good cause a district court has considerable discretion to stay discovery.")  
 (quoting *Integrated Sys. & Power, Inc. v. Honeywell Int'l, Inc.*, No. 09-cv-5874, 2009 WL 2777076, at  
 \*1 (S.D.N.Y. Sept. 1, 2009)).

21 However, the section also mentions "good cause" and "[U]pon a showing of good  
 22 cause." Defendants have not demonstrated why providing Liu's Sedgwick NJ Workers  
 23 Compensation files would be 1) annoying 2) embarrassing 3) oppressing or 4) cause undue  
 24 burden and expense to Defendants, especially when the files have already been created,  
 25 belong to Nielsen, and Nielsen has both access and the ability to release the files to Liu.

26 **Annoyance** – Defendants have not, and can not show how providing the Sedgwick  
 27 NJ workers compensation files to Liu would be an annoyance. The files are about Liu and  
 28 Liu's work injury, and are not about anyone else's workers compensation claim. There

1 should not be any sensitive information in those files (other than those about Liu) because  
2 Liu is only asking for the files about himself.

3 **Embarrassment** – Sedgwick and Nielsen created the files. If the files are  
4 embarrassing to Nielsen, that’s certainly not Liu’s fault. Furthermore, Defendants have not  
5 shown or demonstrated how Liu’s workers compensation files are embarrassing to  
6 Defendants, therefore Defendants failed at asserting this point.

7 **Oppression** – It appears the word “oppression” means “the unjust or excessive use of  
8 power.” Defendants can not show that providing the Sedgwick NJ workers compensation  
9 files to Liu qualifies as such. Perhaps Nielsen simply does not want Liu to ever have his NJ  
10 workers compensation medical record files because having the files would help Liu prove  
11 his case of unlawful retaliation leading to Liu’s termination at Nielsen because Liu was  
12 terminated just hours after providing Nielsen’s Vice President of Human Resources, Tracy  
13 Staines, his full return to work letter from Concentra Urgent Care (located in West New  
14 York, NJ).

15 Nielsen’s actions of preventing the release of the Sedgwick NJ workers compensation  
16 files hinders Liu’s lawsuit from progressing and for Liu to further develop his pleadings.  
17 Discovery is not automatically stayed during a motion to dismiss. Liu has been trying to  
18 get his Sedgwick NJ workers compensation files for years even before any litigation began.  
19 It appears Liu is powerless to get the files without court intervention. The files would help  
20 prove that there was retaliation and Liu was wrongfully terminated because he reached out  
21 to Nielsen’s HR about discrimination and other unlawful employment practices at Nielsen.

22 Liu has been trying to get the files for several years already, and Sedgwick (claims  
23 services management hired by Nielsen to handle Nielsen workers compensation claims) has  
24 refused to provide the files because they are the property of Nielsen and Nielsen opposes its  
25 release to Liu. The Sedgwick NJ workers compensation files will show that Nielsen lied to  
26 the EEOC in their response submitted to the EEOC. Nielsen’s response submitted to the  
27 EEOC is contained in Exhibit A under Dkt. 67-1. It is clear that Defendants have failed to  
28 demonstrate “oppression” as a reason why they can not release the files to Liu.

**Undue burden or expense** - It would probably take less than 15 minutes to retrieve the files and email them to Liu. Defendants can not show there is undue burden or expense for providing Liu those files.

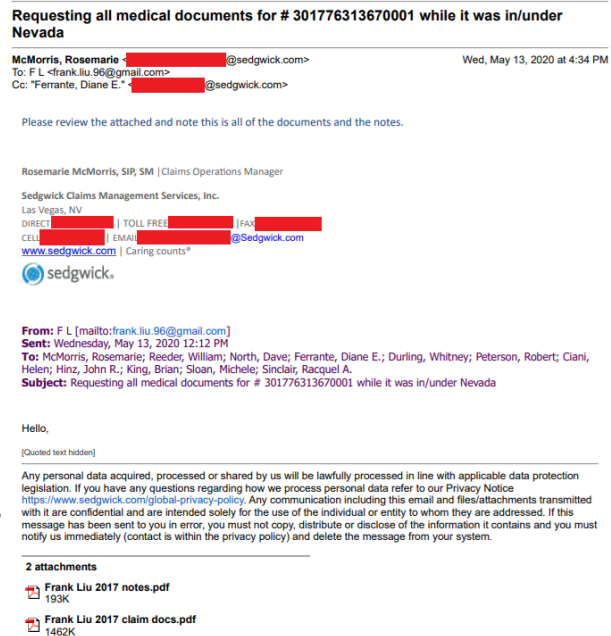
Ironically, Defendants' motion to stay discovery most likely took them more than 15 minutes to draft. Sending email attachments is free. For both burden and expense, Defendants have failed to show how emailing Liu his Sedgwick NJ workers compensation files will create "undue burden or expense."

### III. Sedgwick Nevada Workers Compensation Files

Furthermore, to demonstrate how easy it would be to email the Sedgwick New Jersey workers compensation files to Liu, below is an email from Sedgwick showing that they emailed Liu his Sedgwick Nevada workers compensation case files back on May 13, 2020.

**NOTE:** The files that Sedgwick emailed Liu on May 13, 2020 was based on Liu's workers compensation claims as it relates to Nevada. The files emailed to Liu **are not** the Sedgwick New Jersey workers compensation files.

Nielsen originally filed the sprained ankle work injury under Nevada, and falsely denied Liu's claim. Liu contested why it was filed in Nevada because the injury occurred in Newark, New Jersey. The same claim was then opened in New Jersey. Liu was fired after he provided a full return to work letter to Tracy Staines. Sedgwick informed Liu his workers compensation claim was accepted after Nielsen already terminated Liu. Although Liu was prevented from working due to the work injury, instead of using workers compensation to reimburse Liu for the time he was forced off work up until the unlawful termination, Nielsen used up all of Liu's earned vacation



days, personal days and sick days to cover the time Liu was forced off work until Liu was wrongfully terminated. In addition, Liu was never reimbursed for his purchase of medical supplies (ankle brace and athletic tape to wrap his sprained ankle). The email below shows that Sedgwick admitted the workers compensation claim was “accepted” after Liu was already terminated at Nielsen. Furthermore, Sedgwick alleged “There is no lost time found with regards to this injury based on medical records received from your treatment.”

Sinclair, Racquel A. [REDACTED]@sedgwick.com> May 29, 2019, 6:39 AM ☆ ☺ ↶ ⋮  
to Whitney, me ▾

Hello Mr. Liu,

You have an accepted New Jersey Workers' Compensation claim for the right ankle. There is no lost time found with regards to this injury based on all medical records received from your treatment; therefore, there are no Indemnity wage loss benefits due.

Please have your attorney submit a letter of representation and forward any and all inquiries through the representing attorney.

Thanks,

Racquel Sinclair | Claims Representative -PA  
Sedgwick  
DIRECT [REDACTED] | FAX [REDACTED]  
EMAIL [REDACTED]@sedgwick.com

From the Sedgwick Nevada files, it is clear that Nielsen has access to Liu's workers compensation case files because in one of the documents that was emailed to Liu, the notes show Tania Rosello (Nielsen's Workers Compensation Administrator) requested a CD from Maria Flores of Sedgwick back in October 8, 2019, and the CD was mailed to Nielsen's Oldsmar, Florida office location in November 2019.

Based on the Sedgwick notes, it would be safe to assume Nielsen can easily request the Sedgwick NJ workers compensation files be released to Liu if they choose to. Furthermore, it's also possible Nielsen already has a copy of Liu's Sedgwick NJ workers compensation files in CD form at their office in Oldsmar, FL, if Tania Rosello had also requested the NJ files in the past. Any files in CD format could easily be emailed to Liu as an attachment just like Sedgwick had emailed Liu his Sedgwick Nevada workers compensation files back in 2020.

Event/Cmnt/Claim	Date	Tr	Sb	Examiner
B781001988-0001-01	11/01/2019	CK		CHOPKINO
DCN: 9320191009000015				
Subject: MARIA FLORES requested CD ?				
CD201910080083				
Notes: MARIA FLORES requested CD ?				
CD201910080083; was sent to: TANIA ROSELLO, HR				
DEPARTMENT - Nielsen, [REDACTED]..				
OLDSMAR, FL, [REDACTED]. The CD password is				
Created By: Maria Flores				
**** NOTE CREATED BY: SYS ****				
[Time Note Created : 5:19 PM ]				
B781001988-0001-01	10/08/2019	CN	MFLORES6	
Request CD for				
Nielsen				
Attention: Tania Rosello, HR Department				
Oldsmar, FL [REDACTED]				
Phone number: [REDACTED]				
Request Name: CD201910080083				
[Time Note Created : 2:57 PM ]				



#### IV. Defendants' Burden Shifting

In ECF 101, Spangler shifted the burden by stating, "Plaintiff cannot demonstrate any meaningful prejudice from a brief stay of discovery." Plaintiff is not opposing another stay in discovery. He is willing to agree to staying discovery, but he just wants his Sedgwick NJ Workers Compensation files in the meantime. Defendants appear to be manipulating Plaintiff to force him to take a position to be against a stay in discovery. Plaintiff is OK with the Court staying discovery, but at the same time, Plaintiff asks the Court to order Defendants provide Plaintiff the full Sedgwick NJ workers' compensation files.

Furthermore, even if there wasn't an ongoing lawsuit against Nielsen, wouldn't the ethical thing for an employer to do is to release workers compensation medical files to current or former employees when requested? The refusal of releasing the Sedgwick NJ workers compensation files to Liu is unethical and is in bad faith especially when NJ has legislation specifically regarding this topic (see N.J.S.A. 34:15-128.4).

#### V. Cardelle Spangler's Wordplay

In ECF 101, Spangler writes:

Defendants' Motion to Dismiss, then no discovery will be required in this Action. At the December 20, 2023 status conference, Plaintiff requested discovery related to his New Jersey workers' compensation claim file. Plaintiff claims these documents are held by Sedgwick, a nonparty claims management company. Defendants have moved to dismiss each of Plaintiff's claims. With regard to

Nielsen is a client of Sedgwick Claims Management and pays Sedgwick to handle Nielsen's workers compensation claims. Sedgwick has informed Liu that that Liu's Sedgwick workers' compensation files belong to Nielsen, and that without a court order, Sedgwick will not be releasing the files to Liu.

RE: Diane Ferrante of Sedgwick failed to comply with a written email request for documentation in April 2019

Reeder, William <[redacted]@sedgwick.com>  
to me, Rosemarie, Raquel, Diane

Wed, May 13, 2020, 5:36 AM

Mr. Liu,

In regards to your accepted NJ claim we have reviewed your request with legal counsel and we are not legally obligated to provide any part of our claims file without a court order. Based on this we will not be providing any part of our claims file.

Thank You

Chuck Reeder | Claims Team Lead, AIC  
Sedgwick Claims Management Services, Inc.  
DIRECT | [redacted] | EMAIL | [redacted]@sedgwick.com  
[www.sedgwick.com](http://www.sedgwick.com) | Caring counts™

I'm totally not sure why Spangler says I claim the files are "held by Sedgwick" without elaborating on the circumstances that Nielsen has the power to access the files, and



1 Nielsen has the power to release the files to Liu. The files belong to Nielsen and are  
 2 probably stored on Sedgwick servers electronically. It's possible Nielsen might even have  
 3 the files in CD format at Nielsen's office location in Oldsmar, FL. If Nielsen wanted to,  
 4 they can easily retrieve the files and email them to Liu.

5 Spangler's phrasing appears to suggest to  
 6 the Court that Nielsen does not have access to the  
 7 files when Nielsen clearly control the files.

8 Furthermore, on the December 20, 2023, Mr.  
 9 Brian Aubrey Smith claimed he wasn't sure if

5 MR. SMITH: It's something I would like to talk with  
 6 my client about, your Honor. I am not sure if they have any  
 7 concerns around providing those documents. Frankly, I am not  
 8 sure that they have them, just because I had not. Regarding a  
 9 request for workers comp, I think, as a general matter, they  
 10 would prefer to stay discovery until there is a ruling on the  
 11 motion to dismiss because I think that it may significantly  
 12 affect what the scope of appropriate discovery is in this case.

10 Defendants have the files.

11 It would appear Mr. Smith and Nielsen's other lawyers have failed to get back to the  
 12 Court if they have access to the files, so Spangler can keep on suggesting that the files are  
 13 with a "non-party," so Nielsen can continue to prevent Liu from obtaining his Sedgwick NJ  
 14 workers compensation files that Nielsen owns, has access to, and controls.

15 As mentioned, Liu got his Sedgwick Nevada  
 16 workers compensation files back in 2020, and one of  
 17 the documents show Nielsen does have access to  
 18 Liu's Sedgwick files because Rosello requested a CD  
 19 from Sedgwick which was mailed to Nielsen's  
 20 Oldsmar, FL office back in November 2019.

Event/Cmnt/Claim Date Tp Sb Examiner  
 -----  
 B781001988-0001-01 11/01/2019 CK CHOPKINO  
 DCN: 9320191009000015  
 Subject: MARIA FLORES requested CD ?  
 CD201910080083  
 Notes: MARIA FLORES requested CD ?  
 CD201910080083; was sent to: TANIA ROSELLO, HR  
 DEPARTMENT - Nielsen, [REDACTED]..  
 OLD SMAR, FL, [REDACTED]. The CD password is  
 Created By: Maria Flores  
 \*\*\*\* NOTE CREATED BY: SIS \*\*\*\*  
 [Time Note Created : 5:19 PM ]  
 -----  
 B781001988-0001-01 10/08/2019 CN MFLORES6  
 Request CD for  
 Nielsen  
 Attention: Tania Rosello, HR Department  
 Oldsmar, FL [REDACTED]  
 Phone number: [REDACTED]  
 Request Name: CD201910080083  
 [Time Note Created : 2:57 PM ]

21 To be clear, Defendants 100% have access to the Sedgwick NJ files about Liu and  
 22 can easily provide them to Liu. Defendants should stop pretending they don't have access  
 23 to the files just because they may be electronically stored on Sedgwick's servers on behalf  
 24 of Nielsen who is Sedgwick's client.

25

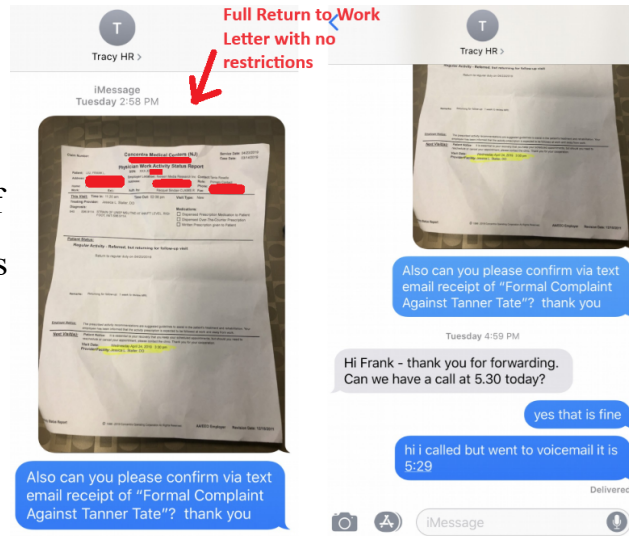
## 26 VI. The Sedgwick NJ Works Compensation Files will Prove Retaliation

27 Defendants want to misrepresent the purpose of obtaining the Sedgwick NJ workers'  
 28 compensation files, and misrepresent the primary reason for wanting the files.

management company. Defendants have moved to dismiss each of Plaintiff's claims. With regard to his disability claim in particular, the cause of action is time-barred on account of Plaintiff's failure to bring this claim until more than one year after his 90-day limitations period expired. Plaintiff has also failed to allege any discriminatory conduct based on disability. Therefore, these documents will become irrelevant should Defendants' Motion be granted. It is in neither party's best interest to

The primary reason why Liu wants the files is because the files will help prove unlawful retaliation. Liu was terminated about 2 and a half hours after he texted Tracy Staines his full return to work letter.

Nielsen told the EEOC the reason why Liu was terminated was because he refused to cooperate in a



professional manner with routine requests for additional medical information to return back to work. Nielsen's response submitted to the EEOC is filed under Exhibit A in ECF 67-1. See excerpt of Nielsen's response Nielsen submitted to the EEOC below:

Liu refused to provide updated medical information or documentation to return to work, although he continued to request to do so. Ultimately, Liu was terminated for his repeated refusal to cooperate in a professional manner with routine requests for additional medical information.

Spangler attempts to mislead the Court on the real purpose of why Liu wants his Sedgwick NJ workers compensation files. Spangler argues "disability" and "disability claim" when the fact is **1)** Nielsen prevented Liu from working after a work-injury because Liu wanted to report racism, discrimination and other unlawful employment practices to Nielsen's Chief Human Resources Officer Nancy Philips **2)** Liu provided a full return to work letter to Nielsen's VP of HR (Tracy Staines) on April 23, 2019. **3)** Within hours of receiving Liu's full return to work letter, Nielsen terminated Liu **4)** Liu was informed his workers compensation claim was approved after Nielsen fired Liu. **5)** Nielsen lied to the EEOC about why they terminated Liu.

1 Spangler can keep misleading the Court all she wants, but hopefully the Court will  
2 see through Spangler's misrepresentations, straw man fallacies, false narratives and  
3 wordplay. The Sedgwick NJ workers compensation files can help prove Nielsen's unlawful  
4 retaliation against Liu because Liu contacted Nielsen's Chief Human Resources Officer  
5 (Nancy Phillips) to report racism, discrimination and retaliation at Nielsen. After Liu  
6 emailed Nielsen's CEO David Kenny and CHRO Nancy Philips, Nielsen did all they can to  
7 get rid of Liu by first preventing him from working, then terminating Liu after he provided  
8 Tracy Staines the full return to work letter. During the EEOC investigation, Nielsen lied to  
9 the EEOC claiming "Liu refused to provide updated medical information or documentation  
10 to return to work."

## 11 12 **VII. The EEOC**

13 It's clear Defendants refuse to release the Sedgwick NJ workers' compensation  
14 claims to Liu. Plaintiff asks the Court to grant Defendants' request for a stay, but at the  
15 same time order Defendants to email the Sedgwick NJ workers compensation files to Liu as  
16 soon as possible. Defendants have not shown good cause why they can't release Liu's  
17 medical records and the Sedgwick files about Liu to Liu himself. Defendants have lied to  
18 the EEOC, and the Sedgwick NJ workers compensation files will prove Nielsen lied.

19 Furthermore, Liu would like to email the Sedgwick NJ workers compensation files to  
20 the EEOC office that investigated the claim, to show the EEOC how Nielsen lied to them,  
21 so the EEOC can have the opportunity to respond or take appropriate action against Nielsen  
22 after seeing the proof. Liu believes that Nielsen should face consequences with the EEOC  
23 for lying to them.

## 24 25 **VIII. Defendants Appear to Be Violating NJ State Law**

26 Plaintiff has requested his Sedgwick NJ workers compensation numerous times, and  
27 Defendants have denied or ignored all of Liu's requests. Defendants' actions appears to be  
28 violating New Jersey state law.

dmlawyer.com/hippa-regulations-workers-compensation/

## Claimant Also Entitled to Medical Records

Although some physicians may try to deny claimants access to their medical records, this may be unlawful. According to N.J.S.A. 34:15-128.4, there are limited instances when a claimant may be denied access to records, regardless of the party who paid the medical bills. The only time this is acceptable is when the physician's records are solely for the purpose of a [permanency evaluation](#).

Under N.J.S.A. 34:15-128.4, it appears “there are limited instances when a claimant may be denied access to records, regardless of the party who paid the medical bills. The only time this is acceptable is when the physician’s records are solely for the purpose of a permanency evaluation.” Source: <https://dmlawyer.com/hippa-regulations-workers-compensation/>

Furthermore, “**N.J.S.A. 34:15-128.4** provides that it is unlawful for an employer, the carrier or the treating physician, or a third party in the case or their agents ‘to withhold from the individual any medical information they have regarding that individual which is requested by the individual, and if an individual requests the medical information, the individual shall not be charged fees in excess of the cost of providing copies of the information.’ In other words, a claimant has a right to medical information from any party to a workers’ compensation case. That includes the treating medical provider.” (source <https://njworkerscompblog.com/access-medical-records-new-jersey-division-workers-compensation/> )

Liu contacted Sedgwick several years ago to get his NJ workers compensation files. Plaintiff does not believe any of the files Nielsen and Sedgwick NJ has about Liu qualifies as a “permanency evaluation,” or “solely for the purpose of a permanency evaluation.” Sedgwick refused to release the files to Liu “without a court order.”

Reeder, William <[REDACTED]@sedgwick.com>  
to me, Rosemarie, Racquel, Diane

May 13, 2020, 6:43 AM

Mr. Liu,

As I noted this is an accepted NJ file and we will not be providing any part of our claims file without a court order.

Thank you.

Chuck Reeder | Claims Team Lead, AIC  
Sedgwick Claims Management Services, Inc.

Nielsen owns and has access to the Sedgwick NJ workers compensation files about Liu’s work injury. Without Nielsen’s permission, Sedgwick will not release the files to Liu

unless there is a court order. If Nielsen wanted to, Nielsen can easily email the files to Liu, or direct Sedgwick to email the files to Liu.

### IX. Conclusion

The files in question belong to Nielsen and they have control over its release. Defendants have failed to demonstrate why providing Liu his Sedgwick NJ Workers Compensation files would cause Defendants annoyance, embarrassment, oppression, or undue burden and expense. Plaintiff does not have an issue with a second stay in discovery until the Court rules on Defendants' motion to dismiss, however Plaintiff respectfully asks the Court to compel the release of the Sedgwick NJ workers compensation files in the meantime.

While Defendants believe they will be successful in their motion to dismiss, Plaintiff believes his claims are not time-barred due to equitable tolling, estoppel, promissory estoppel and other arguments laid out in his Amended Complaint (ECF 44), Response to Defendants' Motion to Dismiss (ECF 75) and Plaintiff's Amended and Redacted Sur-reply (ECF 96) and Exhibits (ECF 96-1). There is also a pending motion to strike Defendants' Motion to Dismiss (ECF 66).

Furthermore, Plaintiff did file his first lawsuit against Nielsen within 90 days of the EEOC right to sue letter. Liu's first lawsuit was dismissed without prejudice and Judge White even suggested that the lawsuit could be re-filed in the Southern District of New York. Below is an excerpt of Judge White's "ORDER GRANTING MOTION TO DISMISS."

23	Court finds that it lacks jurisdiction over the Defendant. Accordingly, the Court must dismiss this
24	action. However, the Court DISMISSES this action without prejudice to Plaintiff filing suit in
25	another venue. The Court suggests that the Southern District of New York or the District of New
26	Jersey may be the proper venue for Plaintiff's claims regarding his termination of employment.

Plaintiff does not believe Defendants' motion to dismiss will dispose of Liu's lawsuit filed in the Southern District of New York. However, Liu is OK with a second stay in discovery, but respectfully requests the Court order Defendants to release the Sedgwick NJ

1 workers compensation files to Liu as soon as possible (even during the second stay in  
2 discovery) because Defendants have failed to demonstrate why providing Liu his Sedgwick  
3 NJ Workers Compensation files would be 1) annoying 2) embarrassing 3) opressing and/or  
4 4) cause undue burden and expense to Defendants. Furthermore, Plaintiff believes  
5 Defendants should have provided the Sedgwick NJ workers compensation files to Liu a  
6 long time ago because of **N.J.S.A. 34:15-128.4**.

7  
8 Respectfully submitted,

9  
10   
11

12 Dated 8/6/2024

Frank Liu

13 Pro Se Plaintiff  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28